

THE CHINA MAIL.

PUBLISHED WEEKLY.

HONGKONG, THURSDAY, 23rd AUGUST, 1866.

BIRTHS.

At the Victoria Gaol, Hongkong, on the morning of the 18th August, the Wife of F. Douzias, Superintendent of the Gaol, of a Daughter.
At Whampoa, on the 22nd August, the Wife of Captain T. B. Bessie, of a Daughter.
On the 23rd August, the Wife of the Rev. W. Lewis, of a Daughter.

DEATHS.

On the 24 July, the Infant of Daughter Captain Wm. Smeaton, P. & O. Company, aged 7 days.
On the 1st July, at No 8, Buckingham-place, Brighton, HANNAH ELIZA MORRISON, youngest Daughter of the late Rev. Dr. Morrison, of China.
On the 14 July, at Deauville Hill, after a long illness, of heat apoplexy, Commander ROBERT TOWNSEND, of the U.S.S. Wachusett, aged 42 years.
At Shanghai, on the night of the 10th instant, Florence, first, youngest Daughter of E. A. Fabris, aged five months.
At Chinkiang, on the 10th August, 1866, THOS. KELLY, Mate of the U.S. Steamer Wachusett, of heat apoplexy.
At Chinkiang at 2 o'clock a.m. on the 12th August, of heat apoplexy, Commander ROBERT TOWNSEND, of the U.S.S. Wachusett, aged 42 years.
Suddenly, of heat apoplexy, HERMAN OEFFERT, native of Hamburg, aged 32 years.
At Hongkong, on the 20th August, ANTHONY C. PRATT, aged 73 years and 7 months.
At Hongkong, on the 22nd August, EDWARD WILLIAMS, late Master, American ship Ellen, aged 41 years, (information of the Bowles).

ECHOES OF THE WEEK.

Japan—Defeat of Chosin's troops by Tycoon's forces—Defeat of the latter—Proposal to close the inland sea—Hankow—rising of the flood ceased—Shanghai—The French Concession and the Treaty Council—Deaths from Sunstroke—Hongkong—Meeting of the Legislative Council—The proposed Stamp Act—A respectable prosecutor—Trial and sentence of private leader—Regatta Club—The weather.

Advices received to-day from the North per *Labourdonnais* give us some fresh news of the Japanese complications. Chosin has been beaten by the troops of the Tycoon. It appears that he had accepted the terms offered him by the latter, but his retainers would not allow him to fulfil his part of the engagement; so war became inevitable, and at first Chosin was worsted. Just before the mail left, however, news came that his troops had in turn defeated those of the Tycoon; the fortune of war may therefore be said to vary on either side.

The Gorjio has requested the foreign Ministers to consent to the closing of the inland sea while hostilities are going on—not by any means an unreasonable request, we should think. When pressed to explain to what extent they meant to close the straits of Simounaki, they replied that "they were not very particular as to the mere passage through." No answer had been given by the foreign Ministers at the date of the mail's departure.

From PEKING we have no news whatever. People up there have quite a talent for seclusion and non correspondence with the outer world. At CHEFOO the Gaol seems to be of somewhat flimsy materials, as an European prisoner has twice escaped within a short time.

From HANKOW we learn that the water has at length ceased rising, though there is no apparent decrease; humorous descriptions are given of people cruising round their brilliant tables in sampans, and we shall doubtless hear a good many apocryphal stories before the memory of the great flood dies away; but in sad and sober earnest, the damage done must be something frightful, and its full extent will not be realized until the water has subsided and foundations begin to show how they have been sapped.

From SHANGHAI there is no important political news, except that the Foreign Consuls are about to make a formal protest to the Ministers at Peking with respect to the new Municipal Regulations for the French Concession. The French seem to have a genius for getting into hot water with other nations on all questions relating to colonization and concession. As military colonists they are an example to the world; but their angular points are generally more prominent than those of any other people, and they manage to give and take offence with a zeal and devotion worthy of a better cause.

A sad record of deaths appears daily in the Shanghai papers lately received, Sunstroke or Heat Apoplexy being in nearly every case the cause. A most foolish letter appears in the *Recorder* about people being misled as to the meaning of the latter term for the disease, and wanting to know why we cannot stick to the old term of "sunstroke;" the writer entirely ignoring the fact that but a small percentage of deaths results from exposure to the direct rays of the sun, most being apparently caused by radiated heat. We have thus far been more fortunate in Hongkong. But with the thermometer showing 14° in the sun's rays we cannot be too sanguine.

Locally the chief items of interest are: the discussion at the last meeting of the Legislative Council respecting the proposed stamp act; the trial and sentence to death of a notorious pirate leader; and a trial at the Summary Jurisdiction Court, which resulted in the prosecutor being arrested on the termination of the case, charged with

perjury, forgery, and conspiracy!—a pretty comprehensive charge.

In minor matters, a robbery of mail letters by a scoundrel personating the proper coolie sent to fetch them by the House they were addressed to; races by the Regatta Club; and a pretty eager discussion as to the advisability of re-instating a former government employe in this Colony, whose history is somewhat peculiar; have afforded food for gossip and speculation.

GREAT has been the indignation and forcible its expression by the local press, during the period that Hongkong has existed as a colony, at the supposed disabilities under which the colony labours from the fact of its Governor being denied direct communication with, and access to the Chinese authorities. Not only have wrathful denunciations been directed against the Consular system, which, by requiring all communications to pass through the British representatives at the open ports, is thus held to derogate from the authority of the Governor, but some, rather too far advanced in opinion for the comprehension of the present generation, sigh for the time when he shall be empowered to "sit upon" the foreign board at Peking, beard Prince Kung in his den—if he lives in such a description of unfurnished apartment—and be able to dictate to the present occupant of the throne of Hien fung the number of wives which British morality would allow him, or decide on the legitimacy of the multifarious Royal offspring which are pretty sure in course of time to make their appearance. We confess to some sympathy with these longings (being of Hongkong—Hongkongish) but fear that this wicked and perverse generation of officials who now occupy our high places are not likely to recognize the necessity of giving Hongkong the proud preeminence she covets, and would suggest a few of the reasons which probably influence the minds of our stiff-necked rulers to continue in the course of policy they follow.

In the first place the Governor is Governor of Hongkong—a statement which some of our readers may consider more true than now. But we mean to imply that his business lies in Hongkong alone: that he has to govern Hongkong; and that there would be just as much reason in making the Governor of Jamaica Minister to Washington also, as in placing the Governor of Hongkong in direct relation with the Chinese Government—in fact far more, in view of the special character of our relations with China. In the old times it was different. Canton was the residence of the Commissioner for all foreign affairs, and the Governor of Hongkong was also British Minister. But when we began to treat directly with the central Government at Peking, we did away with that arrangement and appointed a Minister at Peking; and as the Governor of Hongkong cannot possibly reside at Peking it is absurd to suppose (even were there no other reason) that he could be our Minister to China. The great grievance, however, is that he is not Superintendent of Trade. But what is implied by that title and why is the Minister appointed to that post? Because he is in the first place in direct personal communication with the Chinese Government which the Governor of Hongkong could not be, as shown above; and in the second place because he is thus enabled to promulgate with due authority the result of the diplomatic negotiations he has undertaken. As to the question of direct communication with the Cantonese or other local authorities, we should imagine it to be obvious to all, who dispassionately consider the subject, that Hongkong can have no interests other than British interests; and as the Consuls, subject to the Minister at Peking, are the sole representatives of those interests at the ports, that Hongkong cannot in any way suffer by the principle thus laid down. We do not enter into the question of personal qualifications with respect to the Governor or Consul for the time being; but if there be cause for complaint on the part of the former he can refer the matter to higher authorities, who, if they endorse the action taken by a Consul thus indicate the conduct which they would have approved had it been on the part of the Colonial authorities. This latter consideration contains the gist of the whole matter; and sincerely as we wish prosperity to this colony and every due recognition of the position occupied by the Governor, we do not see in what way the interests of the former or the latter would be benefited by the privileges so feverishly claimed

for him by extra-patriotic Hongkongites. If it be that the Colonists are desirous of enjoying Imperial protection, both Naval and Military, without endorsing Imperial policy, their wishes in this respect have at least the merit of consistency. But until they avow such a policy and become a miniature republic they can scarcely hope that the Home Government will make the Governor of Hongkong the sole exponent of British policy in China.

The Ministerial Statement made by the Earl of Derby, in announcing the policy of the new Ministry, includes an allusion to the late Minister of England, Lord Palmerston, that is as complimentary to the memory of the deceased Statesman, as it is confirmatory of the opinion long entertained as to what was really the secret of his power. That his administration was useful to his country in its domestic policy, and no less honourable in its foreign relationships, are facts that are admitted by all but extreme partisans. Lord DERBY is not one of these. He viewed Lord PALMERSTON as a rightful leader, and in no respect has the late Premier evinced more adroitness "tact"—that quality for which he was so famous—than in recognising the right of the great conservative party to exercise legitimate influence in the government of the Empire. "Had Lord PALMERSTON lived," said Earl DERBY, "the conservative party would have been content with the position" they held at the time of his death. What that position was is thus described by Lord DERBY:

"My Lords, for my own part, I should have been well content to hold the position which I have occupied for the last seven years, honoured with the confidence of a great and powerful party—powerful enough to exercise no inconsiderable control over the public affairs of this country, powerful enough to give to the wise and prudent minister of the Liberal party a useful support and check which enabled him to curb and restrain the over-zealous impetuosity of some of his more impetuous adherents."

Far removed from the party squabbles which are inseparable from political life in England, there was, in the higher ranks of the conservatives, a feeling that Lord PALMERSTON was the safest guide in the home or foreign policy of the country. So much is now in effect gracefully acknowledged by Earl DERBY, and his language is a sufficient answer to the depreciatory sneers by which some dilettante politicians try to weaken the claim which Lord PALMERSTON has established upon all Englishmen to whom the honor and interests of England are dear. Considering how the deceased statesman's approval of the war operations in China has been attacked by some of our local quidnuncs, the unqualified testimony borne by Earl DERBY to his merits is particularly gratifying; though we dare say that the present Premier has, like many others, taken much time to learn, what Lord PALMERSTON had prescience enough to discover at a glance, that force only could bring about the condition of things that would prove most beneficial to the Chinese Empire, and most advantageous to foreign interests in China.

SIGNIFICANT.—In spite of the success of the Prussian arms, and of the concessions which have been made by Austria, symptoms are not wanting that France will not permit Count Bismarck to act precisely as he pleases. An article in the semi-official *Presse* declares that "a Prussian sovereign in Germany, substituting his supremacy for the Federal Pact, which would concentrate the Germanic forces, would be so great a danger for France that no Government would be able to accept it." As the "concentration of Germanic forces" is precisely what the Prussian Minister is aiming at, in order to establish the supremacy of Prussia, it is not impossible that a very pretty quarrel may arise out of the difference of opinion that undoubtedly exists on this matter between Bismarck and the Emperor. Notoriously the prospect of peace is regarded in the best informed quarters in Europe as very delusive. The settlement of account between France and Prussia for services rendered by the former, has yet to be effected, and one of the most difficult items is that which involves the permanent destruction of the Federal Pact—a thing whose continued existence would be inconsistent with the policy of Bismarck, but which is essential to France unless her boundaries are so "rectified" as to include the Rhenish provinces. We may safely conclude that France will not consent to the absorption of the whole of the smaller powers into the kingdom of Prussia without receiving an equivalent; but what shape that equivalent will as-

sume, to be quite satisfactory to the Emperor, has yet to be ascertained. There are rejoicings at the "armistice indefinitely prolonged," but we regard it only as introductory to fresh complications; as for instance, England having made no objection to the cession of Venetia to France, will she have any right to object to Italy handing over Sardinia to the Emperor as compensation for his good offices in the matter of Venetia when the latter passes into Italian possession? Time will tell.

From the "Evening Mail."

We subjoin hereunder a précis of the proposed Stamp Act, it being too lengthy for publication in full. We must reserve our comments on it for another issue, merely remarking that so far as we are at present able to judge, its imposition seems to be highly unadvisable in the present state of the finances of the Colony.

An Ordinance enacted by the Governor of Hongkong, with the advice of the Legislative Council thereof, for establishing a Stamp Office and imposing and regulating Stamp Duties in the Colony.

Clauses I to VI provide for the establishment of a Stamp Office, appointment of collectors, and for imposition of a Stamp duty.

VII. If any Person shall draw or except as provided in section XXVII of this Ordinance, shall accept, endorse, negotiate, pay, or receive payment of any Bill of Exchange, Promissory Note, Draft, Cheque, Comprodor Order, or other similar Instrument, or if any Person shall make, execute, sign or be a party to any Deed, Instrument or other Writing, engrossed on unstamped or insufficiently stamped Paper or other Material, which should bear a Stamp of the value set forth in Schedule annexed to this Ordinance, every such Person so offending shall (unless in any case in which a higher penalty is imposed by this Ordinance,) forfeit a sum not exceeding Fifty Dollars or a sum equal to Ten times the value of the Stamp omitted to be used, if the sum so calculated exceed Fifty Dollars.

Following clauses enable the Governor in Council to prescribe the form, &c., of Stamps to be used; he may also authorize the use of adhesive Stamps for transfer of shares of Banking corporations, or "for other than the instruments mentioned in this ordinance," and such adhesive Stamps when *bona fide* used must be cancelled under a penalty not exceeding 50 dollars.

XIII. The Duty imposed by this Ordinance on Foreign Bills of Exchange shall be paid on account of all Bills drawn within but payable out of the Colony, and on account of all Bills drawn out of the Colony which shall be accepted, endorsed, transferred, paid or otherwise negotiated within the colony; whereover the same may be payable; and the Duty so imposed on Bills drawn out of the Colony may be denoted by adhesive Stamps to be affixed to such Bills as hereinafter directed.

XIV. Every Bill of Exchange which shall purport to be drawn out of the Colony shall be deemed to be a Foreign Bill of Exchange drawn out of the Colony and shall be chargeable with Stamp Duty accordingly, notwithstanding that in fact the same shall have been drawn within the Colony.

The holder of a bill drawn out of the Colony must affix an adhesive Stamp thereon before negotiating it; under a penalty of 50 dollars for neglect; Bills or Policies, drawn in a set of two or more, must all be drawn on paper duly stamped, under a penalty not exceeding five hundred dollars for omission. A penalty of two hundred and fifty dollars is provided for making or dealing with post-dated Bills.

The XVIII clause declares that dutiable writings not duly stamped are inadmissible as evidence in civil proceedings; the ordinance does not apply to such writings tendered as evidence in criminal proceedings.

The inadvertent execution of any instrument in writing on paper not duly stamped, may be remedied within six weeks, if the collector should be satisfied that the inadvertency arises from niggard necessity or unavoidable accident, in which case the penalty will be remitted. There are several sections in this clause relating to insufficient stamping, a penalty of twenty times the amount of deficiency being provided for in the case of four months elapsing from the date of any insufficiently stamped instrument. These provisions are not to extend to Bills of Exchange. The government will not be responsible for loss of or damage to deeds, or any other instrument, entrusted to the collector for the purpose of being stamped, unless the same happens through gross negligence or from wilfulness.

Clause XXIX provides for a stamp on affidavits, not made for the purpose of being filed, read, or used in any court of justice.

The Governor may lower rates of duty or exempt therefrom; may appoint licensed stamp vendors, and make rules for the direction of such vendors. The unlicensed sale of stamps to be punishable with fine and imprisonment.

Clause XLIV provides that when any instrument of conveyance of any real or personal property, when a duty is imposed upon it by this ordinance, does not truly state the amount of purchase money, a fine may be imposed not exceeding two hundred and fifty dollars, together with a charge upon the offender of five times the amount of duty rightly payable.

The Governor may remit penalties. The prosecutions under the ordinance are to be with consent of the Attorney General; and offences under it are cognizable summarily by Police Magistrates. Not more than one half the penalties recovered are to go to informers.

There is a lengthy schedule of fees, of which we cannot pretend to give a full abstract, but must confine ourselves to indicating a few of the charges to which the public will be liable if the ordinance becomes law.

Affidavit before a magistrate, per sheet	0 30
Agreement or Contract, or minute thereof, not of the nature of a Bond or Deed	0 50
Agreement for loan on deposit of security or assignment;	0 50
If such loan is for one month and not exceeding two months	1 0
Ditto for two and not exceeding three months	2 0
Draft, cheque, or comprodor order if payable at sight or on demand	0 3
Bill of Lading, or acknowledgment of or for any goods to be exported, for each part of every set	0 10
Bond for payment of money, for any sum not exceeding \$100	0 5
And so on through a graduated scale up to \$5000, which is charged with a duty of	25 0
Ditto for every further \$5000, or any part thereof	10 0
Charter party or agreement for hiring a ship for sea	1 0
Composition Deed with creditors	5 0
Letter or Power of Attorney, Trust Deed for Creditors	10 0
Policies of Insurance, life or property; for every \$500 or part thereof	0 25
Receipts for debts above \$10	0 3
Protest of any Bill of Exchange, or promissory note, for any sum	1 0
Protest of any master of vessel	1 0
Notice of intention of such protest	0 25
On Banker's notes, Promissory notes or other instruments issued by any banker or banking corporation in the Colony, for local circulation and payable to bearer on demand, a Stamp Duty of one half per cent per \$100 of the average value of such notes in circulation during each half year.	

SUMMARY JURISDICTION COURT.

Hongkong, August 21, 1866.

Before JOHN C. WHITE, Esqre.

Acting Judge.

Sufferdeen v. Rhein Virejo. The Hon. The Attorney General and Mr. Pollard, Q.C. were retained for the plaintiff by Mr. Caldwell (Mr. Pollard conducting the case). Mr. Barnard instructed by Mr. Hazland appeared for the defendant.

The action was brought to recover the sum of \$500 on a promissory note, the defendant having become guarantee or security to the payment of the above sum for one W. R. Cunningham.

Plaintiff declared states. I claim \$500 from the defendant on the promissory note made by the defendant on the 30th June 1866. That mark on it was made by the defendant in the presence of the Rev. Mr. Lobscheid and witnessed by him; afterwards Mr. Hochstetter came in, and the defendant stated to him that the mark was his, I gave the defendant no money, but he was security for Mr. Cunningham; I had a writing which I gave to the defendant, he made the note. I paid Mr. Cunningham \$1000. The defendant gave me 2 promissory notes for \$500 each. I have not got the other here. The note (marked A) was made on the 30th June 1866, payable one month after date (witness sent for the other note).

Rev. William Lobscheid sworn (Paper marked A shown him) That is my signature. I cannot swear it was the defendant who made the mark on it as it was too dark to identify the person. I remember witnessing one note only.

Cross-examined by Mr. Pollard. The plaintiff came first alone and asked me to witness a paper for him. He did not tell me what the paper was; I did not know the plaintiff's name. I told him not to come before 4 o'clock as it would interfere with my work. He came in about dusk, a document he said something to the man who came with him, who nodded. He did not tell me the name of the man; they then left the house. The plaintiff came to my house with a photograph; four figures were on it, he pointed one out as the person who had signed the paper. I said I could not identify the man; (photograph produced) that is what he showed me.

Conrad Hochstetter sworn, deposed.—The signature there is mine, the plaintiff asked me to be a witness to a promissory note. He came in the evening, about dusk, with another man. I cannot identify the defendant as that person. I had a lamp. He had on a turban and a white coat. I witnessed two documents.

Cross-examined by Mr. Pollard. I was at dinner. I went out into another room and saw the plaintiff with another man. The plaintiff showed me a photograph, I think the next day; on it were 3 figures, one was Sufferdeen himself. He asked me if I recollected the defendant, pointing to

him on the photograph. When he asked me to witness the promissory note, he produced a paper signed by Cunningham for \$1000; the same name appeared on it that did on the 2 promissory notes; he gave that paper then to the man with him.

Re-examined. He called the man I think Virejo.

William Virejo sworn.—I went to Sufferdeen's house in January last; I saw a note, and asked an Indian man, who was there, what it was. I cannot identify the defendant as that man. He owned the security to Cunningham for \$1000. It was late in the evening when I went.

Edward Carpenter, sworn, said he knew the plaintiff but could not swear to the defendant; he (the witness) had witnessed a document several months since.

Almut Khan P. No. 70, declared says. I know the plaintiff and the defendant, the latter is a Broker; on the 30th of last June about half past six in the evening I was in Sufferdeen's house. The defendant came in a little after and gave the plaintiff \$30, saying "this is the interest on the \$1000 for two months"; he also said, "this is all the interest you will get from me, in two months I shall pay you back the \$1000." He then said to the plaintiff, he had requested him to make 2 promissory notes for \$500 each, and asked him if he had them ready. The plaintiff said he had them. The defendant then said "I have a stamp here with my name on it," and asked the plaintiff if that would do. The plaintiff then said he did not require his name on the stamp, and asked if he would accompany him to some European house and sign there.

I then went to the Station, and the other two went in the direction of the Daily Press Office. I am quite certain it was the defendant who paid the \$30 to the defendant. Plaintiff lives in Gage Street.

Cross examined by Mr. Pollard. When they left the house it was about a quarter to seven. I went with them to the Hotel d'Europe. I had seen the defendant very often going past in a chair and walking. I went to the plaintiff to see about some notes of the Commercial Bank. He said nothing to me about the defendant; I do not know his name. Plaintiff asked me if I remembered the person who had come to his house as a witness. He told me the man would not pay him the \$1000. He told me this on the day when he took the summons out; he mentioned he had taken out the summons six or seven days back. I cannot say if it is ten days back. I recollect what happened on the 30th June, as I have to be examined every month on the 27th by the Colonial Surgeon, and it was two or three days after. Plaintiff said he had two promissory notes ready. I saw two papers which plaintiff produced from his box. He never told me that any one was coming. I do not live with the plaintiff, but at the Police Station. I do not take any meals with him. I have taken them with him in Lascar Row about 6 months back. I can swear I did not take a meal with him yesterday.

Plaintiff re-called and re-examined. I have had several transactions with the defendant. On the 21 of January last he went security for Mr. Cunningham. I once lent him \$20 or \$30 which he repaid about 2 years ago. He came to my house and asked me to lend him the money. I had known him before for three years and a half. I had no other transaction with him until January last. Cunningham and he came to my house. Cunningham asked me to lend him \$1000, defendant saying he would become security and pay the interest. Cunningham paid me the interest until he left the Colony, since then the defendant has paid me. I cannot say whether Cunningham was in the Colony when the note (marked A) was made by the defendant. Cunningham's efforts were sold by auction some few months ago. Cunningham owed me \$1000 when the two notes were made. I did not sue him as he had given me a promissory note due in four months and a half, and the time was not up. He told me he was a bankrupt. I did not go to prove my debt. I had my security. I took my meals at home yesterday. Almut Khan did not take his meals with me yesterday. The papers A and B were written by Mr. Carpenter. I got the photographs I showed to Mr. Lobscheid and Mr. Hochstetter from the defendant some time before. I cannot say I showed the same photographs to both, or if there were two or three figures on them. I do not know where they are now; the defendant was willing to pay the money the day on which I went to Mr. Hochstetter. I went to Mr. Hochstetter the next day with the photograph; I had heard that the defendant was going to Bombay. I did not tell Almut Khan that the defendant would not pay me. I told him he was one of my witnesses and must attend Court. I never told him the defendant's name. I did not get the promissory notes until June, as the defendant told me to wait. The notes were written on the morning of the day on which the defendant put his mark. He told me to make one payable in a month and the other in two months.

To the Court.—Defendant cannot write, he had a stamp put his name on it, but I said he must put his mark. The words Rhein Virejo were written by Mr. Lobscheid. Defendant paid me \$30 on the 30th June being interest for two months on \$1000.

This ended the case for the plaintiff.

Mr. Pollard, before examining the defendant, addressed the Court, stating that the defence to the action was, that the promissory note on which the plaintiff sued was a Forgery. The defendant never signed it, nor did he authorize any person to sign it for him, and that, in fact, the defendant never had any transactions whatever with the plaintiff. No demand was ever made by the plaintiff on the defendant for payment of the amount claimed, and the first intimation that the latter received was the service of the summons upon him in this action.

Mr. Pollard stated the evidence adduced by the plaintiff in proof of his demand was of the most unsatisfactory and suspicious nature. The plaintiff, instead of procuring men of his own color to witness the note, obtains the signature of two well known gentlemen, Messrs Lobscheid and Hochstetter, the former having been in the Colony of for a very long time, and the latter in business in the centre of the town; in doing this the plaintiff's object was to give the means of identifying the defendant would have become more familiar to each other, than to a European. The tone of respectability too that (in the plaintiff's idea) the witnesses' names gave to the promissory notes, would, no doubt add much to the support of his claim.

The learned Counsel then called the defendant, who being declared satisfied.

I am broker and have been in Hongkong about 18 months since. I am very well

known here (points round the court with his hand) I am a broker and have been in Hongkong about 18 months since. I am very well

At this stage of the trial, the learned Counselman got to witnessing from the defendant, known to the court, that if he had known the defendant, he would have taken it up.

Defendant's examination never went to Mr. Lobscheid. I went once to him, never before. The plaintiff never had any dealings with him. The first thing I knew, summons, what the is at all. I am a broker and have been in Hongkong about 18 months since. I am very well

(produced) for such documents or was Englishman. Plaintiff said he had taken out the summons six or seven days back. I cannot say if it is ten days back. I recollect what happened on the 30th June, as I have to be examined every month on the 27th by the Colonial Surgeon, and it was two or three days after. Plaintiff said he had two promissory notes ready. I saw two papers which plaintiff produced from his box. He never told me that any one was coming. I do not live with the plaintiff, but at the Police Station. I do not take any meals with him. I have taken them with him in Lascar Row about 6 months back. I can swear I did not take a meal with him yesterday.

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The learned Counsel then called the defendant, who being declared satisfied.

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known here (points round the court with his hand) I am a broker and have been in Hongkong about 18 months since. I am very well

At this stage of the trial, the learned Counselman got to witnessing from the defendant, known to the court, that if he had known the defendant, he would have taken it up.

Defendant's examination never went to Mr. Lobscheid. I went once to him, never before. The plaintiff never had any dealings with him. The first thing I knew, summons, what the is at all. I am a broker and have been in Hongkong about 18 months since. I am very well

(produced) for such documents or was Englishman. Plaintiff said he had taken out the summons six or seven days back. I cannot say if it is ten days back. I recollect what happened on the 30th June, as I have to be examined every month on the 27th by the Colonial Surgeon, and it was two or three days after. Plaintiff said he had two promissory notes ready. I saw two papers which plaintiff produced from his box. He never told me that any one was coming. I do not live with the plaintiff, but at the Police Station. I do not take any meals with him. I have taken them with him in Lascar Row about 6 months back. I can swear I did not take a meal with him yesterday.

Plaintiff re-called and re-examined. I have had several transactions with the defendant. On the 21 of January last he went security for Mr. Cunningham. I once lent him \$20 or \$30 which he repaid about 2 years ago. He came to my house and asked me to lend him the money. I had known him before for three years and a half. I had no other transaction with him until January last. Cunningham and he came to my house. Cunningham asked me to lend him \$1000, defendant saying he would become security and pay the interest. Cunningham paid me the interest until he left the Colony, since then the defendant has paid me. I cannot say whether Cunningham was in the Colony when the note (marked A) was made by the defendant. Cunningham's efforts were sold by auction some few months ago. Cunningham owed me \$1000 when the two notes were made. I did not sue him as he had given me a promissory note due in four months and a half, and the time was not up. He told me he was a bankrupt. I did not go to prove my debt. I had my security. I took my meals at home yesterday. Almut Khan did not take his meals with me yesterday. The papers A and B were written by Mr. Carpenter. I got the photographs I showed to Mr. Lobscheid and Mr. Hochstetter from the defendant some time before. I cannot say I showed the same photographs to both, or if there were two or three figures on them. I do not know where they are now; the defendant was willing to pay the money the day on which I went to Mr. Hochstetter. I went to Mr. Hochstetter the next day with the photograph; I had heard that the defendant was going to Bombay. I did not tell Almut Khan that the defendant would not pay me. I told him he was one of my witnesses and must attend Court. I never told him the defendant's name. I did not get the promissory notes until June, as the defendant told me to wait. The notes were written on the morning of the day on which the defendant put his mark. He told me to make one payable in a month and the other in two months.

To the Court.—Defendant cannot write, he had a stamp put his name on it, but I said he must put his mark. The words Rhein Virejo were written by Mr. Lobscheid. Defendant paid me \$30 on the 30th June being interest for two months on \$1000.

grain quantities by Chinese, especially during the first part of the season, commencing in January; of rice only small parcels were exported in Chinese junks, owing to a prohibition on the part of the authorities at Taiwan to permit grain to enter the country. With respect to this prohibition, which is against treaty stipulations, a kind of protest has been despatched to Peking. The Document is signed by all the consuls of Amoy, and there will be heard on this subject before long. Camphor continues a monopoly of the contractors with the Mandarin of Amoy.

The Island of Formosa is remarkably fertile, and for purposes of colonisation our informant praises it very highly.

Evening Mail, Aug. 21.

NEWS FROM THE NORTH.

The following are extracts from Northern papers:—

AMOY.

Native reports say that Ting jih ching has shortly return to his post at Yangchow, leaving accomplished the object of his mission to Chang-chow.

SHANGHAI.

We understand that the various Consuls Shanghai are about to make a formal protest to the Ministers at Peking with respect to the new Municipal Regulations for the French Concession.

Judging from the occurrences in previous years it is most probable that ere long we shall find the tide overflowing the Bund here, in all probability to a great depth than ever before.

If any proof of the extreme heat of the summer were required, beyond personal experience, it would be afforded by the fact that six of the Chinamen employed in building the Masonic hall were struck down by the sun on Monday, at their work. On Tuesday, we learn, eight deaths occurred among sailors, who habitually come on shore with only a straw hat or some still inadequate covering for the head.

We are glad to learn that the Taotai is admitting the illegality of the excessive duties which have recently been levied on a lead, sent by foreigners into An-whew. In instalment of one overcharge has already been repaid.

We regret to learn that the Foh-ke-lin has brought back the bodies of the Captain and Mate of the *Bridgeport*, both of whom died of sunstroke yesterday afternoon, on their way down the river.

We hear that several of the sentences passed upon Chinese for hard labor have been commuted in consequence of the extremely hot weather making it appear cruel to carry them out.

A flock of Tientsin Sheep, belonging to Markham, Esq., grazing on the old Race course, were at 6 A.M. yesterday quite well and lively; at 10 A.M. a messenger reported that the sheep were apparently sick, and at past 11 it was found that the whole, 32 in number, were dead. As there is great suspicion of poison having been administered to them, one or two of the carcasses are being analysed. Another flock grazing in the same neighbourhood is still in good health.

It is with much regret that we have to announce the death of Captain Townsend of the *U. S. S. Wachusett*, which resulted from sunstroke at Chinkiang. Mr. Kelly, the Mate of the same vessel, died from a similar cause. We also hear that two men on board the *Algerine* were struck down.

HANKOW.

The *Glenaville* brings intelligence that the river has at length ceased rising at Hankow, although there is not yet any apparent decrease. She left on the 12th, and there had been no rise for two days previously.

CHEFOO.

The American schooner *General Sherman* is believed to have left this port for Corea, though she cleared nominally for Passtet. She is heavily armed, and carries a large crew. Mr. Thomas, the author of several articles which have appeared lately in the *London and China Express*, regarding the Corea, accompanied her. The French missionary who brought intelligence of the late massacre of his companions, intends shortly to visit Shanghai. It is reported that the Russians intend shortly to annex the southern half of the island of Saghalien, in which they have already several settlements.

NAGASAKI.

Trade at Nagasaki has been very dull recently, in consequence of the high rate of exchange—305 itabuz per \$100. Great complaint was made that officials should have the privilege of drawing itabuz at the rate of 300 to the \$100; but now that the current rate of exchange has passed beyond this limit, there are few merchants who are not anxious for its reduction to the normal limit of 240 or 250.

The weather at Nagasaki has been very pleasant, the thermometer having only once reached 90 in the shade, and generally ranging at 87.

The steamer *Eagle* (late Prussian Man-of-War *Dante*), has been sold by Walsh & Co. to the *Yeyoon* for \$180,000 or \$185,000. The *Mercury* has been sold by Glover & Co. for \$30,000. The import of rice had been prohibited, but prices were still very high.

By the *Labourdonnais* steamer, arrived this morning, we have news from Japan to the 12th instant, and from the Northern China Ports to the 18th. We make the following extract from the papers to hand:—

JAPAN.

(From the *Herald*.)

The Duke D'Alencour has arrived at Yokohama. The hospitality of the British Legation was offered to him on his arrival, but he preferred to remain for the present at the Commercial Hotel. The Governor of Macao has also arrived.

The news from Osaka is more stirring than for some at the past. War has commenced between the *Yeyoon* and Choshu. On

SHANGHAI.

NO.	FLAG	TYPE	DATE OF	CUSTOMER'S AGENTS	DESTINATION	INTERESTED
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SHIP'S NAME	CAPTAIN	RIO	1936	ARRIVAL	DEPARTURE	DEPARTURE

Steamers

Auna	Am. str.	70	July 12	H. Fogg and Co	Laid up
China	S. str.	25	Apr. 20	Br. Pann and Co	Laid up
City of Nations	B. str.	20	July 11	W. and Co	Early
Cambrian	B. str.	600	May 24	Hoover and Co	Laid up
Faunt	— str	—	—	—	—
Fei-long	ch. str.	—	Aug. 18	Chinese Government	Laid up
Fire Queen	Am. str.	—	June 20	Sussell and Col	—
Ganges	S. str.	1200	Aug. 22	F. & O. S. N. Co	—
Grete	Am. str.	30	—	Wm. Fuzsiau and Co	Laid up
Heaschew	Cr. str.	30	—	Capt. Parziao	—
H. uia	ch. str.	—	July 12	O. S. N. Co	—
Nippon	B. str.	791	Aug. 15	P. and O. S. N. Co	—
Paw-joong	B. str.	524	June 18	St. Stephens and Co	—
Qui-Quata	C. str.	800	July 12	Chinese Government	Laid up
Sai-yuan	B. str.	30	—	Fredermann and Co	—
Suwanda	Am. str.	1632	Aug. 18	A. Hard and Co	—
Tubna	B. str.	60	Feb. 19	Russell and Co	Laid up
Yulean	B. str.	130	June 12	H. H. Wignall and Co	Early
Wan-Loong-Fei	B. str.	45	Sept. 10	Gee, Barnett and Co	Laid up
Whanpou	B. str.	15	—	D. Sasson Sons and Co	Laid up
W. Hiamette	C. str.	176	—	Chinese Government	—
Sailing Vessels					
Abbot Lawrence	Am. sh.	1456	June 13	Order	—
Acacia	B. bk.	391	June 16	Order	—
Aganemnon	G. bk.	580	June 9	Jahr, Matheson and Co	London
Akindo	B. bk.	258	June 13	John Thorne	—
Alexander	B. bk.	245	July 30	A. R. Tilly and Co	—
Am. A. Johnson	B. bk.	504	July 19	Frazar and Co	London
Antelope	B. bk.	1180	July 10	Olyphant and Co	F. or charter
Antipodes	B. bk.	592	June 28	Shaw Brothers and Co	London
Arabia	B. bk.	1210	July 1	Order	—
Ascendant	B. bk.	17	Aug. 9	A. R. Tilly and Co	F. or charter
Aurora Australis	T. d. bk.	505	June 28	Shaw, Brothers and Co	F. or charter
Banda	Morris	461	Aug. 14	Aug. Heard and Co	—
Batavia	Damoldier	430	July 15	Clouston Drugs and Co	Nagasaki
Bengal	B. bk.	430	July 15	Clouston Drugs and Co	Early
Bolivia	C. bk.	438	Aug. 25	—	—
Burnah	Fulton	1174	July 18	G. Livingston and Co	—
Caduvius	Iring	1006	July 18	Robee and Co	—
Canilla	Jeffrey	33	Aug. 23	W. Matheson and Co	London
Assen	B. bk.	309	Aug. 14	John H. Hubner and Co	—
Chalvorne	Armstrong	33	July 7	Smith, Kenney and Co	London
China	Smith	1036	Aug. 14	Order	—
Christopher Hall	Am. sh.	649	Aug. 8	Aug. Heard Co	—
			Aug. 19	Wm. Reme and Co	—

Christian Kane
Cingale

City of Quebec	Pubbs	S. M.	063	Aug. 12	Wm. Livingston and Co	
Clara Bouvay	Ennison	S. bk.	351	12	Wm. Livingston and Co	London
Dartmouth	Eliden	S. bk.	323	12	Wm. Pustau and Co	
Don Behondings	Jones	Sa. sr.	170	Aug. 9	Smith, Kennedy and Co	
Dilpusund	Jones	S. bk.	681	July 21	P. F. Cane and Co	Laid up
Duck	Lorenzo	S. sr.	145	July 21	Smith, Kennedy and Co	
Dunkled	Toms	S. sr.	689	July 10	Smith, Kennedy and Co	
Edith Banfield	Mitchell	S. bk.	307	Aug. 8	Sturder	
					Any 14	Stanssen and Co

Emerald
Kutina

Seautelle	Hudson	sh.	713	Aug 28	Fraser and Co	
General Caulfield	Richards	sh.	667	July 28	Wentworth, Crenell and Co	
George Canning	St. John	b.	11	Aug 14	Fraser and Co	
Gibby	Fulleton	b.	250	July 9	A. R. Tilly and Co	F. or charter
Glenfisk	Penck	b.	430	July 18	A. R. Tilly and Co	
Golden State	Delano	amph.	3	July 18	Oliphant and Co	
Holanda	Knutten	pr.kb.	315	Aug 18	Wm. Pastau and Co	
Hudson	Thing	Da. sh.	430	Aug 7	Fraser and Co	
John Churchill	Nye	ausar.	282	July 18	James Company	F. or charter
Jones & Joseph	Enbrmann	fr. bg.	745	Aug 9	Dent and Co	London
John Paul	Goodland	b.	64	Aug 1	A. R. Tilly and Co	Early
John Wall	Garrett	b.	46	July 7	G. G. Livingston and Co	London
John Stanton	Currie	b.	481	July 11	G. G. Livingston and Co	London
John of Snowdon	White	b.	724	June 20	Fraser and Co	Early
La Vergne	Reichen	sh.	49	Aug 19	Bogey Company	F. or charter
Liberals	Reunier	Fr.kb.	250	Aug 8	Therrie and o	London
Liza Allen	Ditsen	Da. sh.	240	Aug 7	F. Kroes and Co	Early
Long	Dunn	sh.	39	Aug 10	Fraser and Co	
Macdon	Harber	sh.	472	Aug 14	Oliphant and Co	
Macleod	Baumgardt	sh.	496	Aug 3	Borne Company	
Maggie Leslie	Sequent	sh.	46	Aug 20	Wentworth and Co	F. or charter
Manila	St. John	b.	489	Aug 29	D. Sasseon, Sons and Co	Newchwang
Marquis of Argyll	Hay	sh.	515	Aug 4	Smith Kennedy and Co	London
Mary Jane	Johnson	b.	152	Aug 2	Wm. Pastau and Co	
Medina	St. John	b.	430	Aug 14	Order	
Minister Pahud	Lepess	Da.sh.	626	June 27	F. Kroes and Co	F. or charter
Mir. Ali	Bruce	fr. s.	731	Aug 14	Fraser	
					Wentworth and Co	F. or charter

Nizam
Ospray

Pantaloon	Von Girt	0.0.0.0.	July 12	Contain	
Pauline	Taorndyke	n.a.b.k.	860	May 31	Hend and Co
Petrol	Jervis	B. R.	267	July 22	J. Matheson and Co
Poinoise	Futler	B. sh.	930	July 7	D. Sassoon Sons and Co
Princess of Wales	Burton	B. bk.	353	Aug. 7	Aug. Heard and Co
Queen of the Seas	Roid	B. bk.	789	July 3	

3. bk.	375	June 11	D.
3. sh.	650	June 26	D.
3. sh.	200	June 28	sh.

NAME.		RIG.	GUNS.	H.P.	CAPTAIN.	WHERE.
sloop.	Acorn,	Store ship	4	400	C. L. Waddilove	Shanghai
	Adventure,	c. Troop ship	1	36		Yokohama
	Algerine,	at gun-boats	1	36		Hankow
	Argus,	pad. stn. sloop	3	300	Comr. J. Round	Japan
	Arcturion,	sc. at g. b.	3	60	Lieut. Tonkin	Hongkong
	Barrosa,	sc. stn. corvt.	21	400	Comr. J. Bays	Shanghai
	Basilisk,	sc. stn. sloop	3	60	[W. N. W. Hewitt V. C.]	Shanghai
	Bonnet, Steam Ord.	sc. at g. b.	3	60	Lieut. Macquay	Japan
	Butard,	gun-bunt.	3	60	Lieut. Howard Kerr	Hongkong
	Cockchafer,	gun-bunt.	3	60	Comr. G. D. Broad	Japan
dock.	Cormorant,	sc. at gun. vs.	1	120		Hongkong
	Crœmuleau,	sc. at t. tender	3	60		Hongkong
	Dauphin,	gun-bunt.	3	60		Hongkong
	Drake,	gun-bunt.	3	60	Lt. Hunt	Swatow
	Firri,	gun-bunt.	3	60	Lieut. Eaton	Hongkong
	Genet,	gun-bunt.	3	60		Hongkong
	Grasshopper,	gun-bunt.	3	60		Hongkong
	Harlequin,	gun-bunt.	3	60		Hongkong
	Hebe,	gun-bunt.	3	60		Hongkong
	Heron,	gun-bunt.	3	60		Hongkong

Flamer, St
Forester

Grasshopper	gun-boat	3	60	Lieut. J. C. Patterson	Hongkong
Hardy,	sec. at. g. b.	3	60	Lieut. Morrice	Ningpo
Haughty,	gun-boat.	3	60	Lieut. Singleton	Hongkong
Harlock,	gun-boat.	3	60	Lieut. Lord	(Chinking)
Hesper,	store ship.	4	130	Sirat Com. Thain	Japan
Insurgent,	gun-boat.	3	60	Lieut. G. T. Nicolas	Japan
Janus,	gun-boat.	3	40	Lieut. C. W. Johnson	Yokohama
Leven, Steam Ordinary,	gun-vessel	1	80		Hongkong
Manila,	sec. des. disp. ves.	—	77	Jus. R. Ryan (Master)	Shanghai
Melville, Naval Hospital,	hospital.	—	11	Lt. Bernard, M.D., &c.	Hongkong
Opascan, Tender to	gun-boat.	3	60	Lieut. Mainwaring	Hongkong
H. M. S. Princess					
Charlotte,	s. g. vessel	4	200	Com. Neenies	Hongkong
Osprey,	sc. ste. conv.	21	400	Capt. Haswell	Yokohama
Pelorus,	sec. at. ship	17	200	Com. Stevens	Amoy
Perseus,	Receiving ship.	12		Com. dore Oliver Jones	Hongkong
Princess Charlotte,					
Princess Royal, Bear-	sc. line of ba. sh.	73	400	Capt. W. G. Jones	Yokohama
ing the flag of Vice					

Admiral
Vincent

Hotter,	sc. st. vlope	17	60	Comr. Webb	passage of
Hillman,	sc. Survey ves	5	100	W. Read	cons of S
Salmon	pad	5	250	Comr G. Suttle	Nagasaki
Seylla,	sc. stim. covr.	12	400	Capt. R.W. Courtney	Hiego
Serpent,	sc. deep. vessel	4	200	Comr. C. H. Ballock	Surv. serv
Slaney,	gun-boat.	1	80	Lieut. J. P. Keats	Ching kee
Snop,	gun-boat.	3	60	Lieut. Powry	Tientsin
Starling, Steam Ordinary,	gun-boat.	3	60		Shanghai
Staunch, Steam Ordinary,	gun-boat.	3	60		Hankow
Watchful, Steam Or-	gun-boat	3	40		Hongkon
dinary,					
Wenzle,	sc. st. g.b.	3	60	Lt. Doughty	Shanghai
Woodcock, Steam Or-	gun-boat.	3	40		Hongkon
dinary,					
Icarus	steam'sloop	3	150	Comr. S. P. Townsend	passage of

boat.		
boat.		

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(Signed) AUGUST

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